

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN SECTOR

RECEIVED
DEC-9 2021
GERSHWIN A. DRAIN
U.S. DISTRICT JUDGE

Larry Meitzner

Judge

Plaintiff

Hon. Gershwin A. Drain

v.

Magistrate Judge

The City of Sterling Heights, MI

Elizabeth A. Stafford

&

Mark Vanderpool

Case No. 2:21-cv-12169

Defendants

OBJECTION TO DEFENDANTS' MOTION FOR WAIVER

7015 3430 0000 0208 6490

What has been presented to this Court is an obvious attempt by the Defendants thru their Counsel to overwhelm and mislead the Plaintiff with chicanery and legal Hocus-Pocus. Sterling Heights has been described in a recent newspaper article as the 4th largest city in Michigan. The defendants are trying to parlay this fact to overpower the pro se Plaintiff.

The Defendants' motion must fail for the following reasons:

- 1) The Motion is a Plaintiff's action. *See: Attachment. AO 399 (01 09).* AO 398 (01 09)
- 2) The Motion is filed 28 days past the DUE DATES.
- 3) It would give the Defendants over 100 days to reply.

- 4) The Defendants did not need time to shop around for representation, they had immediate access to the City Attorney.
- 5) The Defendants accepted service on Sept.29 / Oct. 1, 2021; There was **NO** response. By their inaction, they agreed to the 21-day response.
- 6) The action is not complicated. (Fed. R. Civ. P. 8(b)(2) – admit or deny.) The Plaintiff is either right or wrong. If wrong, explain why the ten (10) pages of citations are not appropriate.
- 7) The Defendants were apprised of the Court's shortcoming of not having signed and embossed the SUMMONS. They were advised to A) proceed as if it was. B) File an objection. (Re: Fed. R. Civ. Proc. 60(B)(4).)
- 8) The Plaintiff made numerous calls to Mr. Vanderpool's office, left messages with Megan and on voice mail; no response. On or about Mar. 6, 2021, the Plaintiff attempted to make contact with Mr. Vanderpool at the City Hall. He was escorted to a reception desk, the escort pointed out that the lights in the back section were on, and someone would be out to talk to him. As the Plaintiff waited out front, the lights in back went out. Minutes later, the escort came back, pointed out that the lights were out and that there was nobody in the back section. Meitzner returned to the

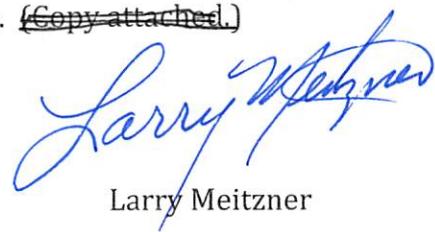
reception desk to leave paperwork for Mr. Vanderpool. He was told to leave it in front of an unattended window, where Meitzner believes it would have disappeared with no one admitting to know what happened to the unattended paperwork. Meitzner left it with receptionist and explained that it was for Mr. Vanderpool, and that it was being left in her charge.

- 9) A call to Mr. Taylor on Nov. 18, 2021 about the lawsuit seemed to take him by surprise, as if he had never heard about it. The Defendants dropped the ball, and now come hat-in-hand asking for a do-over.
- 10) A motion for Default Judgement has been made. (See: Rule 55(b)(1).)
- 11) According to the Court's pamphlet "The Notice of a Lawsuit and Request cannot be used if suing the United States (its agencies, corporations, or officers) or a state, **LOCAL** (emphasis added) or foreign government." ~~(Pamphlet enclosed.)~~
- 12) Counsel offers no case law to support his argument.
- 13) If the Court feels that the Waiver is appropriate, Meitzner feels that it should be retroactive to the dates the Complaint was served on the Defendants; Sept 29 and Oct. 1, 2021, which would put the Defendants response already overdue.
- 14) Should the Court find a deficiency in the Plaintiff's pleadings, The U. S. Supreme Court has ruled that the pleadings of pro se plaintiffs "are held to less stringent standards"

than those of attorneys (Citing *Haines v. Kerner* 404 U. S. 519 (1972)) *Hughes v. Rowe* 449 U. S. 5 (1980), and that they be given an opportunity to correct the deficiency *Adickes v. S. H. Kress*.

15) As of this writing, the Court has not supplied a completed SUMMONS to the Plain-

tiff, contrary to the Nov. 17, 2021 from Richard Loury. ~~(Copy attached.)~~



Larry Meitzner
44496 Sterritt
Sterling Heights, MI
48314
(989) 351 - 8204

Date: Nov. 30, 2021

16) Counselor's filing (Case 2:21-cv-12169-GAD-EAS ECF No. 8, PageID 42 Filed

11/19/21 Page 1 of 1) should be considered **PERJURY**. Form AO 399 (01/09)

(See: No. 1 above.) Plaintiff (Meitzner) **NEVER** sent to counsel for the Defendants the paperwork so described: "I have received your request to waive service of summons..."

17) Rule 12(a)(1)(A)(ii) states "if it has **timely** (emphasis added) waived service..."

See: No. 2, above.

UNITED STATES DISTRICT COURT
for the

Plaintiff
v.
Defendant

)
)
)
) Civil Action No.
)

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To:

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above.
A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within _____ days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date:

Signature of the attorney or unrepresented party

Printed name

Address

E-mail address

Telephone number

UNITED STATES DISTRICT COURT
for the

Plaintiff

v.

Defendant

) Civil Action No.

WAIVER OF THE SERVICE OF SUMMONS

To: _____

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from _____, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

U.S. DISTRICT COURT
GERSHWIN A. DRAIN
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UNITED STATES FEDERAL DISTRICT COURT
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PROOF OF SERVICE

The Plaintiff, Meitzner, does swear on penalty of perjury that on this date he mailed to counsel for the Defendants, a reply to the Defendants' MOTION for Waiver of SUMMONS, and sent to said Counsel by third party carrier - United States Postal Service - to Counsel's place of business: 12900 Hall Road Sterling Heights, MI 48313 Suite 350

7015 3430 0000 0208 6650



Larry Meitzner

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Sterling Heights, MI

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(989) 351 - 8204

Date: Nov 30, 2021